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IN THE

Supreme Court of the United States

OCTOBER TERM, 1975

No. 75-1329

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, *Petitioner*

v.

TEAMSTERS LOCAL 701, *et al., Respondents*

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Third Circuit

REPLY BRIEF FOR PETITIONER

JAMES VANR. SPRINGER
ROSLYN A. MAZER
DICKSTEIN, SHAPIRO & MORIN
2101 L Street, N.W.
Washington, D. C. 20037
Attorneys for Petitioner

PRESS OF BYRON S. ADAMS PRINTING, INC., WASHINGTON, D. C.

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Respondents' version of the internecine conflict between Local 701 and the administration of its International Union serves only to emphasize that the proceedings below intruded deeply into internal union matters. Whatever the facts on the merits of the dispute, the question here is whether those facts were

properly examined by court and jury in the first instance or whether the internal procedures provided in the International Constitution defining the relationship between the parties should first have been exhausted.[1]

This case has no unique characteristics clouding the important question of the standards for waiver of the exhaustion requirement in such intra-union disputes. The agreement upon which Local 701 sued contains no language relieving it from its normal legal obligation to exhaust internal remedies or from its contractual obligation under Article XIX, Section 12(a) of the International Constitution (which is typical of exhaustion provisions in numerous union constitutions).[2] There is no factual or legal support for

[1] It is both incorrect and irrelevant for respondents to suggest (Br. in Opp. 17) that the International Union has "admitted" that the judgment against it was proper. The fact that the International appealed, on the merits, only with respect to damages was not a concession that the determination of liability was correct. Rather, the International Union's position in the court of appeals was as follows: "We do not dispute here the sufficiency of this record—as a technical matter of judicial procedure under the Seventh Amendment—to withstand reversal of the jury's verdict on the breach question" (Appellant's Br. 21). "We do not, of course, accept [the jury's finding of breach] and are confident that it would not have been made if the General Executive Board had been given an opportunity to consider the dispute" (Appellant's Reply Br. 4). Our position is now, and always has been, that the interpretation and application of an ambiguous agreement relating to an intra-union dispute should have been referred to the adjudicatory authorities established by the International Constitution before being submitted to a court or jury on the basis of parol evidence.

[2] Indeed, the agreement included an express statement by Local 701 of its adherence to the provisions of the International Constitution (Pet. 10).

respondent's *ipse dixit* that the agreement was "extra-constitutional," and in any event it would be an important question whether the mutual rights and obligations of components of an international union in collective bargaining could ever be "extra-constitutional." Finally, it is inaccurate to state that the court of appeals held that no clear internal remedy was available (Br. in Opp. 19-20); the court expressly based its decision on the single proposition that there was "no abuse of discretion in excusing exhaustion in this case" (Pet. App. 2a).[3]

Respondents point to no facts supporting the proposition that exhaustion would have been futile because of bias in the adjudicatory bodies that would have considered the dispute within the union structure.[4] In substance, respondents simply reiterate their reliance on the fact that the dispute was with "the International," but they do not explain or support the unstated premise that such a dispute is *ipso facto* incapable of resolution by the adjudicatory bodies established by the International Constitution. Such an unprecedented premise would be no more supportable than a contention that a federal court is disqualified from entertaining a dispute against the executive because they are branches of a single government. As

[3] As the petition notes (at 11) Local 701 was specifically reminded of the availability of internal remedies at the time when the dispute arose. The petition describes the ample procedures available for internal resolution of the dispute by the General Executive Board and by the International Convention.

[4] Even if the trial evidence cited by respondents were relevant to the exhaustion question, it was obviously not before the district court at the time of the pretrial ruling on that question. Respondents made no reference to any such evidence when the motion was renewed at the close of the trial.

the petition makes clear, the General Executive Board and the International Convention are independent of and superior to the administrative officials involved in the dispute and were not tainted by prior involvement in the matter.[5]

The question presented to the jury in this case was—at bottom—whether the dues of all members of the International Union should be taxed in order to give a special benefit to members of one of the 900 constituent local unions. It is hard to conceive of a question more suitable for internal resolution by the representatives of all members who constitute the General Executive Board and the International Convention. Neither court below articulated any rational basis for excusing resort to those internal adjudicatory bodies. If the decision below is allowed to stand, an important fundamental principle of federal labor law will have been drastically undermined.

Respectfully submitted,

JAMES VANR. SPRINGER
ROSLYN A. MAZER
DICKSTEIN, SHAPIRO & MORIN
2101 L Street, N.W.
Washington, D. C. 20037
Attorneys for Petitioner

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[5] Lest there be confusion, the reference to a "General Council" at Br. in Opp. 18 is plainly a typographical error. The reference should be to the International Union's general *counsel;* there is no such entity as a "General *Council*".